

Right-Of-Entry Permit
(For Providing Debris Removal on Private Property)

County of Lake
255 North Main Street
Lakeport, CA 95453

Date: _____
Property Address: _____
Assessor's Parcel No. _____ -- --

I, _____ (Owner), hereby permit the County of Lake, its officers, employees, agents, contractors and subcontractors (County), to enter the Owner's property located by the above-referenced address for those purposes described in paragraph one of this document.

1. Grant of Right-of-Entry. Permission is hereby granted and Owner hereby grants to the County, its officers, employees, designees and/or permittees a right of entry ("Permit") to enter upon the Property, and all related appurtenances thereto, for the purpose of inspecting, testing materials on, removing and clearing any or all wildfire-generated debris of whatever nature including but not limited to ash, vehicles, trailers, miscellaneous debris, construction debris, trees identified by an arborist as hazardous, waste or other materials from the Property, subject to the terms and conditions set forth in this Permit, and to perform all incidents necessary thereto. It is fully understood that this Permit does not create any obligation on the County to perform inspection, testing or debris clearance.

This is not a request for a permanent easement and/or right-of-way and their permission will automatically terminate upon completion of said work.

2. Private Insurance Coverage. Most homeowner insurance policies have coverage to pay for the costs of removal of wildfire-generated debris. Owner understands that in the event state financial assistance is received by the Owner for purposes of inspection, testing or removing debris hereunder, state law requires the Owner to reimburse the County for the cost of removing wildfire-generated debris to the extent covered in the Owner's insurance policy. Owner also understands that, when requested, Owner must provide a copy of the insurance policy, proof/statement of loss and settlement agreement from Owner's insurance company to the County. In the event the insurance proceeds are less than the cost of debris removal incurred by the County, Owner will not be responsible for the difference. If the insurance proceeds exceed the County's cost of debris removal, Owner will keep any excess proceeds.

Owner (____ does, ____ does not) have homeowner's or other similar insurance. If Owner indicates that Owner does not have such insurance, Owner certifies under penalty of perjury that there was no insurance in effect at the time of the wildfire which may provide coverage for the costs of inspection, testing or removing debris.

3. Indemnification – Hold Harmless. County shall not be liable for, and Owner shall indemnify and hold harmless the County, the State of California, California Governor's Office of Emergency Services (CalOES), California Environmental Protection Agency (CalEPA) California

